

COMMISSIONER'S SALE

Of All and Singular
THE PACIFIC HEIGHTS ELECTRIC
RAILWAY

Pursuant to a decree duly made by the Honorable W. J. Robinson, Third Judge of the Circuit Court of the First Judicial Circuit, Territory of Hawaii, filed on the 31st day of December, A. D. 1904, in an action entitled "William O. Smith, as trustee under deed of trust recorded in the Registry Office in Honolulu in Liber 237, on pages 29 to 39, petitioner, vs. the Pacific Heights Electric Railway Company, Limited, an Hawaiian corporation, August Dreier, Honolulu Rapid Transit and Land Company, Limited, an Hawaiian corporation, Sister Albertina (also known as Ellen Pollock), as trustees for Stella K. Cockett, and Charles S. Desky, respondents, bill for foreclosure of trust deed, equity division, No. 1429," the undersigned, as commissioner, duly appointed, will sell at public auction to the highest and best bidder, subject to confirmation of the court,

On Saturday, the 4th Day of February,
A. D. 1905,

AT 12 O'CLOCK NOON OF SAID DAY, at the front (mauka) entrance of the Judiciary building in Honolulu, Island of Oahu, Territory of Hawaii, the following property and interests of the Pacific Heights Electric Railway Company, Limited, decreed to be sold:

All and singular the Pacific Heights Electric Railway, a railway beginning at the junction of Kaulani drive, a private way, and Booth road, at Pauoa, Honolulu, Oahu, and running up and along said Kaulani drive two and one-half miles, more or less, following the widenings of said road, to the summit station of said railway; and also all the roadway whereon said railway is located, and rights of way for tracks and poles, and all sidings, stations, power house, track, poles, wires, hangers, appurtenances, steam plant, power generator, spare armature, light generator, all passenger, express and freight cars now built and in the course of construction, all station buildings, car sheds and other structures, and all tools, machinery, extra parts, rails, fish plates, stock on hand, blacksmith shop, chattels, appliances and supplies of every kind belonging or appurtenant to said railway;

And also all those tracts and parcels of land and all other property conveyed to said trustee, or intended so to be, by deed of Charles S. Desky, dated June 25, 1902, and recorded in the Registry Office in said Honolulu in Liber 100, on pages 100 to 101.

And also all the franchises owned or held by said respondent, the Pacific Heights Electric Railway Company, Limited, of every kind and description (save only its franchise to be a corporation), including its railway franchises, by it held or taken under and by virtue of its corporate articles or otherwise;

Including also, as part of the property so to be sold as aforesaid, that certain cable, referred to in the decree on file herein as a 5593 foot, 4221 pounds, 4-0 triple braid weather proof cable, and now being in the possession of said Honolulu Rapid Transit and Land Company and also the steam condenser referred to in said decree as that sold by said Pacific Heights Electric Railway Company, Limited, to the respondent, August Dreier;

Provided, however, that said cable and said steam condenser shall not be sold unless the proceeds of sale of all other of said property shall prove insufficient to pay and satisfy all sums decreed to be paid, and in that event said cable and steam condenser shall be sold in the inverse order, in point of time, of their sale by said Pacific Heights Electric Railway Company; that is to say, said steam condenser shall be sold first, and then, if necessary, said cable.

Terms of sale: Cash in United States gold coin; deed at expense of purchaser.

For further particulars apply to Messrs. Smith & Lewis or L. J. Warren, Esq., attorneys for petitioner, at their office, Judd building, corner Fort and Merchant streets, Honolulu, or to the undersigned at his office in the Judiciary building, at Honolulu aforesaid.

M. T. SIMONTON,
Commissioner.

Dated: Honolulu, Oahu, Territory of Hawaii, January 5, A. D. 1905.
6992—Jan. 5, 12, 19, Feb. 2.

ANNUAL MEETING.

NOTICE OF MEETING OF STOCKHOLDERS OF KOHALA AND HILO RAILWAY COMPANY.

Notice is hereby given that the annual meeting of the stockholders of the Kohala and Hilo Railway Company will be held on Monday, the 23d day of January, 1905, at 7:30 p. m. of said day, at room 202, Judd building, corner of Merchant and Fort streets, Honolulu.

Election of officers and transaction of such other business as may be brought before the said meeting.

T. C. RIDGWAY,
Secretary of the Kohala and Hilo Railway Company.

Dated Honolulu, T. H., January 4, 1905.
6992—Jan. 5, 12, 19, 23.

A CHANCE FOR A GOOD HOME.

If you want a fine lot ready for building at Kaimuki, do not buy before you have consulted the undersigned, who offers bargains at your own terms and without interest.

Two 50x100 Kewalo lots at \$300 each. A nice lot, with a new, comfortable house, at Kalaupapala, Kailahi, for \$950.

Two pretty homes (new houses) in Nuuanu tract, provided with good water, at \$550 and \$650 respectively; bargains. Also in the same tract the coolest and healthiest place about the city; some fine, cheap lots at your own terms.

Also for rent, a nice, cozy cottage in good neighborhood and close to center of city, at \$16 per month. J. H. Schnack.

BY AUTHORITY.

NOTARIES PUBLIC.

Notice is hereby given that the commissions of the following notaries public for the several Circuits of the Territory of Hawaii have been cancelled and revoked, and their record books ordered to be filed with the Clerk of the Circuit Court of the respective circuits in which they reside:

FIRST CIRCUIT—

Ahlo, A. L.
Apuakehau, W. K.
Batchelor, Job.
Boyd, James H.
Brooks, F. M.
Graham, Wm. M.
Makinney, F. W.
Miller, Ruby A.
Silva, Patrick.
Waterhouse, Fred, T. P.

SECOND CIRCUIT—

Hayselden, A. N.
Coelho, Wm. J.
Nakulua, Moses K.

THIRD CIRCUIT—

Fennell, W. P.
Lazaro, S.

FOURTH CIRCUIT—

Hobson, A. W.
Nallelehu, Thomas N.
Smith, Carl S.
Wilson, Herbert E.
Waikalai, O. Z. W.

FIFTH CIRCUIT—

Mahikoa, Geo. W.

LORRIN ANDREWS,

Attorney General.

Attorney-General's Office, Jan. 12, 1905.
6993.

POSTPONEMENT OF OPENING OF BIDS.

Proposals as advertised to be received at the office of the Superintendent of Public Works until 12 o'clock m. of January 9, 1905, for furnishing the Department of Public Works with a sand blast and compressor plant complete, f. o. b. wharf, Honolulu, has been postponed until Wednesday, January 25, 1905, at 12 o'clock noon.

C. S. HOLLOWAY,

Superintendent of Public Works.

Honolulu, Jan. 10, 1905. 6997

HAWAIIAN TRIBE, NO. 1, I.O.R.M.



A REGULAR MEETING of Hawaiian Tribe No. 1, Improved Order of Red Men, will take place this (Thursday) evening, Jan. 12, 1904, at 7 o'clock, at I. O. of F. Hall.

RAISING UP OF CHIEFS FOLLOWED BY INSTALLATION.

Members of Powhatan Tribe No. 2 and Visiting Improved Red Men are fraternally invited to be present.

EDWIN FARMER, P. S.,
Chief of Records.

ASSIGNEE OF MORTGAGEE'S NOTICE OF INTENTION OF FORECLOSURE AND OF SALE.

Notice is hereby given that pursuant to the power of sale contained in that certain mortgage dated February 10, 1902, made by Charles S. Desky, trustee, and Minnie Desky of Honolulu, Island of Oahu, Territory of Hawaii, mortgagors, to the German Savings and Loan Society, which said mortgage is recorded in the office of the Registrar of Conveyances in said Honolulu, in Liber 232 on pages 100 to 107 inclusive, and which said mortgage, together with the note secured thereby, was heretofore, to wit, on the 27th day of December, 1904, by said The German Savings and Loan Society, sold, assigned, transferred and delivered to George Tourny of the City and County of San Francisco, State of California, which said assignment of mortgage is recorded in Liber 267, on pages 94 et seq. records of said Registry Office, the said assignee of the said mortgage intends to foreclose said mortgage for condition broken, to wit, non-payment of interest when due.

Notice is likewise given that the property conveyed by the said mortgage will be sold at public auction at the auction rooms of James F. Morgan at Kahuamau street in said Honolulu, on Saturday, February 4, 1905, at 12 o'clock noon of said day.

The property conveyed by said mortgage and which will be sold as aforesaid, is all that certain lot and parcel of land described in R. P. Grant 147 to W. L. Lee, situated on the west corner of Fort and Beretania streets, in Honolulu, Island of Oahu, Territory of Hawaii, and bounded and described as follows, to wit:

Commencing at the point of intersection of the present line of the north-west side of Fort street, with the present line of the southwest side of Beretania street, the boundary runs thence by true bearing:

S. 51° 50' W. 83 feet along the line of the north-west side of Fort street to east corner of the Cartwright premises, thence

N. 38° 45' W. 80 feet along the line of the northeast side of Cartwright premises to the line of the southeast side of a ten-foot right of way,

N. 51° 15' E. 80.8 feet along said line of southeast side of right of way to the line of the southwest side of Beretania street, thence

S. 40° 22' E. 80 feet along said line of southwest side of Beretania street to the point of commencement.

Containing an area of 6545 square feet, more or less, and the same premises being a portion of the same premises described in that certain Charles S. Desky, G. Irwin to said Charles S. Desky, recorded in Liber 168 on pages 468 et seq. records of the office of the Registrar of Conveyances in said Honolulu, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-

taining, including the building on said premises known as the "Progress Block," and the reversion and reversions, remainder and remainders thereof.

Terms cash. United States gold coin. Deeds at expense of purchaser, to be prepared by the attorneys for said assignee of said mortgage.

For further particulars apply to Smith & Lewis, attorneys for said assignee of said mortgage.

Dated Honolulu, January 5, 1905.
GEORGE TOURNY,
6997 Said Assignee of said Mortgagee.

ADMINISTRATOR'S NOTICE TO CREDITORS.

ESTATE OF NALIMU NAOIWI.

All creditors of the estate of Nalimu Naoiwi, deceased, are hereby notified to present their claims against said deceased, duly authenticated, and with the proper vouchers, if any exist, even though the claim is secured by mortgage upon real estate, to the undersigned at the office of J. Alfred Magoon, at the corner of Merchant and A'akea streets, Honolulu, Island of Oahu, Territory of Hawaii, within six months from this date.

If such claims be not presented within said six months, or within six months from the time they fall due, they shall be forever barred.

Dated, Honolulu, Dec. 29, 1904.
D. NAOIWI.

Administrator of the estate of Nalimu Naoiwi.
6996—Dec. 29, Jan. 5, 12, 19.

NOTICE OF SEIZURES.—United States Customs Service, Port of Honolulu, Hawaii, January 11, 1905. In accordance with the provisions of Article 1507, C. R. 1899, notice is hereby given that I, E. R. Stackable, Collector of Customs, seized the following described merchandise for violation of the Revised Statutes of the United States: No. 787, 700 Cigars, seized for violation of Section 2809, said to belong to H. A. Warrick. 852 and 856 containing collectively 5892 Cigars, seized for violation of Section 3082, said to belong to E. McPhetridge. 881 containing 6 boxes Cigars seized for violation of Section 2804, said to belong to Chang Chee.

Any person claiming the above described cigars must appear and file with the Collector of Customs his claim to the same within twenty days from the date of the publication of this notice. E. R. Stackable, Collector of Customs. 6998—Jan. 12, 19, 26.

ELECTION OF OFFICERS.

JAPANESE RICE MILL CO., LTD.

At the fifth regular annual meeting of the Japanese Rice Mill Co., Ltd., held on the 6th day of January, A. D. 1905, the following officers and directors were elected to serve for the ensuing year:

S. Kimura President
O. Yokokura Vice President
W. Motoshige Secretary
Y. Takakuwa Treasurer
S. Kojima Auditor
Y. Suga Director
K. Odo Director
H. Tanaka Director
T. Murakami Director
M. Kawahara Director
J. Katagihara Director
A. MOTOSHIGO, Sec.
Honolulu, January 7, 1905. 6995

ELECTION OF OFFICERS.

SEE YUP BENEVOLENT SOCIETY, HONOLULU.

The annual meeting of the See Yup Benevolent Society of Honolulu was held on the 31st day of December, 1904, and the following officers elected to serve for the ensuing year:

Chu Gem President
Lum Toi Vice-President
Ng Cong English Secretary
Lee Lee Treasurer
Chong On Vice-Treasurer
Chu Chon Wah Chinese Secretary
NG GANG,
Secretary.
Honolulu, Jan. 11, 1905. 6998

ELECTION OF OFFICERS.

GERMAN BENEVOLENT SOCIETY.

At the annual meeting of the German Benevolent Society held on January 11, 1905, the following officers were elected:

F. A. Schaefer President
H. A. Isenberger Vice-President and Trustee
W. von Damm Treasurer
H. J. Noble Auditor
J. F. Eckardt Secretary
J. F. ECKARDT,
Secretary, G. B. S.
6998

DIVIDEND NOTICE

HAWAIIAN SUGAR COMPANY.

By order of the board of directors a dividend of twenty cents per share will be payable on January 15, 1905.

Stock transfer books will be closed from Tuesday, January 10, until Saturday, January 14, 1905, both dates inclusive.

J. P. COOKE,
Treasurer Hawaiian Sugar Co.
Honolulu, January 7, 1905. 6995

QUARTERLY MEETING.

C. BREWER & CO., LTD.

The regular quarterly meeting of the shareholders of C. Brewer & Co., Ltd., will be held at the office of the company in Honolulu, on Thursday, the 12th inst., at 10 o'clock a. m.

E. F. BISHOP, Sec.
Honolulu, T. H., January 4, 1905.—6992

NOTICE.

Don't drug yourself with poisons for headache and tired feeling when a pleasant draught of "Our Celebrated Bromo Pop" will do the trick.

Our Chocolate Creams, Cal. Lemonade, Root Beer, Orange Cider and all kinds of aerated drinks are the best on the market.

ARCTIC SODA WORKS,
127 Miller St., Honolulu, H. T.

SEEDS YOU MAY BUY

So numerous have the requests been of the Board of Agriculture as to just what seed can be obtained by the public at the Government Nursery, Superintendent Hosmer of the Board of Agriculture yesterday presented to that body a detailed list, which gives the common and scientific name and the price per ounce of the seed now on hand.

The seed is tested before being put on sale, so that its freshness and good quality can be guaranteed. Furthermore, as most of the seed is collected locally, it has the advantage of being from acclimated trees. It should, for this reason, be better than seed imported from the coast or elsewhere. Following is the list:

Common name.	Scientific name.	Price per ounce.
Native koa,	Acacia koa.	10
Red sandal wood,	Adenanthera pavonina.	20
Siris tree,	Albizia lebbek.	20
Albizia stipitata		20
St. Thomas tree,	Bauhinia tomentosa.	20
Berrya ammonilla.		10
Silk cotton tree,	Mamboo celiba.	10
Red dyewood,	Cesalpinia seppan.	20
Cabasintina sepiaria.		20
Ironwood,	Casuarina equisetifolia.	10
Casuarina glauca.		10
White peppermint tree,	Eucalyptus amydalina.	25
Red gum tree,	Eucalyptus calophylla.	25
Lemon gum,	Eucalyptus citriodora.	25
Swamp mahogany,	Eucalyptus robusta.	25
Silk oak,	Crevilhoa robusta.	20
Milo,	Hibiscus populneus.	10
Logwood,	Haematoxylon campechianum.	20
Inga spa		10
Hanna of India,	Laosonia alba.	10
Coara rubber,	Manibot glaziovii.	10
Plane tree of India,	Poinciana regia.	10
Box Elder,	Acer Negundo.	20
Sweet Birch,	Betula lenta.	20
American Ash,	Fraxinus Americana.	10
Tulip tree,	Liriodendron tulipifera.	10
Long-leaved Magnolia,	Magnolia macrophylla.	25
Arrow wood,	Oxydendrum arborum.	30
Black gum,	Nyssa sylvatica.	35
Knob Cone Pine,	Pinus attenuata.	40
Coulter's Pine,	Pinus Coulteri.	40
Monterey Pine,	Pinus insignis.	25
Jeffery Pine,	Pinus jeffreyi.	40
Sugar Pine,	Pinus lambertiana.	30
Big Cone Spruce,	Pseudotsuga macrocarpa.	25
Black Cherry,	Prunus serotina.	20

Many of the ornamental, as well as the forest varieties, are just coming into season. A larger assortment of seeds may therefore be on hand in a couple of months.

PINKHAM'S UNINVENTED MACHINE

(Continued from page 3.)

shape that divergent bids might be made, whether actually made or not, should be controlling in considering the validity of the transaction.

Answer to question 6: If the contractor is stopped from going on with the contract on the ground that the contract is illegal, I know of no legal remedy for work and material expended. Its only basis of claim against the government is the contract. If the contract is illegal it is as though it did not exist. There is no appropriation from which payment could be made. My opinion is that its only remedy would be to appeal to the Legislature for relief.

Answer to question 7: I advise you at once to notify the contractor that you are unwilling that it should proceed with the contract, on the grounds herein set forth, and request that it notify the government that it is unable to lawfully proceed with the contract, giving the reasons why.

If the contractor does not comply with your request, I would suggest that you protest to the government against its

allowing the contractor to proceed, on the ground that it is against the public interest as well as yours individually.

It will be time enough to consider what to do next if neither of these suggestions is adopted.

I remain, yours truly,
L. A. THURSTON.

STATEMENT MADE BY JOHN OUDERKIRK.

Mr. Pinkham and Mr. Beardslee were at that time business associates, occupying offices in the Elite building on Hotel street. When Dr. Cooper retired from the presidency of the Board of Health and Mr. Pinkham succeeded him and while he (Pinkham) was actually serving as head of the Board of Health Department he sent for me and informed me that he had just invented a machine for the pressing of concrete blocks, and that he desired me to go into partnership with him. Mr. Pinkham stated that he would sell me a half interest in this machine for \$2000, cash, and that for his half interest he would put up \$500 in cash, and the remaining \$1500 was to be paid him as a bonus for his invention. He stated at the time that this machine was invented especially for the proposed Insane Asylum building, bids for which building were soon to be let, and he informed me that he would have considerable to do with the awarding of this contract, and was sure that the contractor who had this machine would be the successful bidder. He said that the appropriation was too small and the building could not be built for it, except by using his machine; that he had invented this machine for the express purpose of being able to build the asylum within the appropriation. Mr. Pinkham told me that the profit made out of this machine on the asylum contract alone would more than reimburse us for the money put out. He imposed one condition, however, that if I should take a half interest in this machine that I would not be allowed to take any outside bids for concrete blocks unless through the Concrete Construction Co. I told Mr. Pinkham that I would think this matter over and did so and gave him my reply. I told him that I did not care to have anything to do with the machine for several reasons—one, that the machine had not been tried and therefore could not be depended upon for practical work; another that I could land a well-tried machine from San Francisco for this work for \$2000 and would own the machine all myself; another, that I did not like the condition put upon the machine in which I was to have a half interest, restricting the bids for outside work to come through the Concrete Construction Co., in which I always understood he was a large stockholder. This closed my interview with Mr. Pinkham.

I did not care to bid on this asylum contract for the reason that I knew that an outside contractor would be at a disadvantage in the making of these concrete blocks. I felt that whoever President Pinkham of the Board of Health entered into a partnership with in his machine, that party would have an advantage over outside contractors, and therefore, I did not care to enter into competition for the work against such odds. I stand for fair play and I have nothing to fear from government officials. I am willing to take the stand, if necessary, and tell just what I know about this matter and you can depend upon me telling the whole truth about it.

The fact that the American-Hawaiian Company bid had nothing to do with my not bidding. I have bid a number of times against them. The reason I did not bid was because I felt the specifications were fixed to run the work into one channel and I did not want to waste my time. I am friendly to Mr. Beardslee but I do not believe in boycotting one contractor in favor of another. If Mr. Pinkham had given all the contractors an opportunity to figure on his machine there would have been some fairness about it, although there is no model and no proof that it will ever work.

JOHN OUDERKIRK.

Governor Carter, in giving out for publication his reply as below to the latest communication from the American-Hawaiian Construction Co., expressed some hope that the matter had reached a stage where the Asylum contract might be brought into the courts for the settlement of the disputed points.

What concerned the Governor most was the further holding up of the already long-delayed and very necessary improved accommodations for the institution. He feared that there would not be funds on hand for the work

from the district or districts, all of whose acts are to be done by and with the approval of the Governor. Should the Governor fail to pass upon a measure in ten days, then the "President" with the sanction, individually, as Stewart put it, of three-fourths of the members, shall make the transaction effective.

Mr. Watson thought this would have the effect of postponing a test upon the Supervisor act, that is, by having the main bill carry with it the office of a "president" of the county officers. The framer suggested that this permitted of an education of the people along county lines to prove whether or not county government was or was not a success. The Supervisor Act was not to go into effect until about eighteen months after the main act. Watson also feared that the "President" would become a figurehead. In other words, he would be a straw man to be shot down and a Board of Supervisors put in his place.

Then ensued a lengthy discussion over the definition of "Board." Watson contended that Stewart's method to avoid the semblance of a Board, plunged the county directly into one. Stewart said it did not. That when the "president" secured the assent of the other members elected, it was individually, they merely signifying one way or the other. Watson banked his say-so on the Century dictionary definition of the word "Board." A rose by any other name smelled the same. Watson felt that the Stewart method was leading up to another test before the Supreme Court, for there was the possibility of the Century dictionary construction being placed on his "President" and the other members of the supervisors' body.

The Commissioners will meet again tonight at 7:45 and read and discuss the bill prepared by Chairman Cooper and Mr. Watson.

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